The defense claimed that the provisions in Sec. 4990 of the code were in violation of the Fourteenth Amendment. The State by showing that adulteration laws were within the police power of the State conclusively proved that they were without the scope of the Constitution. *Railroad Co.* v. *Husen*, 95 U. S. 465, and *Barbier* v. *Connoly*, 113 U. S. 27.

BANKS AND BANKING—COLLECTION OF DRAFT—PAYMENT BY CHECK—PROTEST—LIABILITY OF BANK.—KERKHAM V. BANK OF AMERICA, 58 N. E. 753 (N. Y.).—A bank receives from one of its depositors a draft for collection. The depositary sends the draft to the bank of the drawee, and receives a check in payment, which it credits to the account of the plaintiff. The check is afterward protested. *Held*, that the defendant bank has become a debtor and is liable as such to the plaintiff.

In this case it seems that there is but one legal conclusion possible, and that is that the defendant must be deemed to have intended to treat the draft as paid, and that intention was conclusively expressed when it entered the item as a credit to the plaintiff. The question of that intention was purely one of law (*Clark* v. *Bank*, 2 N. Y. 380) and within the rule as laid down in *Whiting* v. *Bank*, 77 N. Y. 363.

CARRIERS—NEGLIGENCE—RELEASE.—JEFFREYS V. SOUTHERN RY. CO., 37 S. E. Rep. (N. C.) 515.—An instrument which begins by setting forth a claim for personal injury and releases such claim, "set forth above," in consideration of $40, and concludes with the provision that this release shall apply to all other claims for injury as well, is inoperative as to another prior injury. The court here *held* the concluding provision failed for want of consideration.

The case is in line with the principle stated in the third section on Limitations, 2 *Roll. Abri.* 409, which was denied by Lord Holt in *Knight* v. *Cole*, 1 Show. 155, but was approved by Lord Ellenborough in *Paylor* v. *Homersham*, 4 M. & S. 426.

CONSTITUTIONAL LAW—INDICTMENT—GRAND JURY—EXCLUDING NEGROES. —COLLINS V. STATE, 60 S. W. 42 (Tex.).—Appellant, a negro, moved to quash an indictment against him on the ground that negroes were intentionally excluded from the grand jury which indicted him. *Held*, that the refusal to quash the indictment was in violation of the Fourteenth Amendment of the Federal Constitution.

The Court reached its decision on the ground that even though the jury commissioners were not prejudiced against negroes, the mere fact that they had not been selected because it was not the custom for negroes to serve on grand juries, even though a large number were qualified, was an intent to exclude and therefore a violation of rights granted them by the Fourteenth Amendment of the Federal Constitution. *Carter* v. *Texas*, 177 W. S. 442.

CONTRACTS IN RESTRAINT OF TRADE.—CUMMINS V. BLUESTONE ASSOCIATION. 58 N. E. Rep. 525 (N. Y.).—A contract between the producers of ninety per cent of the bluestone put upon the New York market, whereby the price is to be fixed by the Association, is void notwithstanding its object is to procure reasonable profits, and the prices charged are not excessive. Nor need the article be of prime necessity.

This illustrates the persistency with which the law visits the penalty of avoidance on contracts which deprive, even by possibility, the public of the ad-